course also in the *"Case of Supervisors of Elections,"* 114 Mass. 247, and *Foreman* v. *Commrs.,* 64 Minn. 371. But while these cases approve the majority rule, they have in practically all instances been offices which were clearly not connected with the judiciary in nature. The principal case is seemingly with the majority holding, in so far as it is not dependent on its peculiar state constitution. It presents a rule hard of application, in that it must depend so largely on the individual case and is certainly open to weighty argument in opposition. See dissenting opinion of ELLIOTT, C. J., in *State ex rel. Yancey* v. *Hyde,* 121 Ind. 20.

CONVERSION—RETURN OF GOODS AS DEFENSE.—The appellant bank effected a seizure of cordwood under an attachment which was dissolved and dismissed without any order for the disposition of the property, and thereupon the attachment defendant and another brought trover against the bank, the sheriff, and his sureties. *Held,* that judgment for the plaintiff for the full value of all the wood was erroneous, because 1 SAYLES, TEXAS CIVIL STATUTES, Title 10, § 216, provide that upon dissolution of attachment for any reason, the court may at its own motion or upon request of either party direct a return of the goods to the debtor, and since in this case it seems that one of the plaintiffs had acquired possession of the goods there was no conversion. *First State Bank of Hamlin et al.* v. *Jones & Nixon* (Tex. Civ. App. 1911) 139 S. W. 671.

It is generally held that conversion is complete as soon as goods are unlawfully appropriated, and subsequent return or regaining of possession may be proved by the defendant in mitigation of damages but not as a bar to the action. 1 SUTHERLAND, DAMAGES, Ed. 3, § 156, and Vol. 4, §§ 1138 to 1141 et seq. There are similar statutes in several states concerning the dismissal of attachment proceedings, but we have been unable to find any decisions like this under these statutes. This court in a former case, *Terry* v. *Webb* (Tex. Civ. App.) (not officially reported), 96 S. W. 70, said: "The provisions of this statute operate as a release of damages for making the levy, which statute being in derogation of the common law, as announced in the cases (cited in opinion), by a familiar rule of construction will not be extended to claims otherwise made." Some other cases under statutes similar to the one in Texas are *Jackson* v. *Burnett,* 119 N. C. 195, 25 S. E. 868, holding that, under a statute providing for the redelivery of the attached property to the defendant upon the discharge of the attachment, the defendant is not entitled to the property where he has transferred his interest pending attachment; and *Morawitz* v. *Wolf,* 70 Wis. 515, a case under a statute requiring an order to be entered that the property attached be delivered to the defendant upon a dissolution of the attachment, holding that an order to the defendant's assignee is irregular, as the order must be given to the defendant even though such order would be inoperative.

CONVEYANCING—GRANTEE'S NAME LEFT BLANK.—Plaintiff engaged to give a contractor a deed to certain land in question upon his presenting receipts for the labor expended and material used in the construction of a building for

the plaintiff on other lands. When the plaintiff called on the contractor for settlement he was unable to produce all the receipts, and suggested that the plaintiff leave the deed, executed with the name of the grantee in blank, with him until morning and that, in the meantime, he would procure the additional receipts. The contractor, without any express authority either oral or written, inserted the name of the defendant as grantee and delivered the deed to him, for a valuable consideration. The contractor has disappeared. *Held,* the delivery of the deed, executed in blank, to the contractor gave him an implied authority to fill in the blank; the defendant properly relied upon such authority and took a perfect title as against plaintiff. *Clemmons* v. *McGeer* (Wash. 1911) 115 Pac. 1081.

A deed otherwise duly executed and delivered, with the name of the grantee blank, passes no title until the blank is filled in. *Allen* v. *Withrow,* 110 U. S. 119, 3 Sup. Ct. 517, 28 L. Ed. 90. The common law rule, as adhered to by some states, is that the authorization to fill in the blank must be in writing. *Mickey* v. *Barton,* 194 Ill. 446, 62 N. E. 802; *Upton* v. *Archer,* 41 Cal. 85, 10 Am. Rep. 266; *Lund* v. *Thackery,* 18 S. D. 113, 99 N. W. 856. Most States, however, hold an oral authorization is sufficient, but there must be some express authority. *Van Dyke* v. *Van Dyke,* 119 Ga. 830, 47 S. E. 192; *Thummel* v. *Holden,* 149 Mo. 677. The doctrine enunciated by the principal case seems to find support in only two cases: *Creveling v. Banta,* 138 Ia. 47, 115 N. W. 598; *Logan* v. *Miller,* 106 Ia. 511, 76 N. W. 1005. In the other cases cited by the court there was an oral authorization to fill in the blank.

COURTS—STATE COURTS—JURISDICTION OVER NATIONAL BANKS.—Complainant's wife found $1,000 belonging to one of his clients in an old trunk and without his knowledge, authority or consent, she deposited the money in a national bank in which neither was a depositor. The bank became insolvent and defendant receiver was appointed. *Held,* that a state court can enjoin a national bank and its receiver from transmitting a trust fund beyond the court's jurisdiction until the fact of who is entitled to the fund can be determined. *Patek* v. *Patek et al* (Mich. 1911) 131 N. W. 1103.

The theory of the case seems to be that having decided the funds to be trust funds and that the relation of creditor and debtor never existed, though the depositary had no notice or knowledge at the time of deposit that it was the money of another, the restraining order will not affect the property of the bank but merely prevents the removal of funds in the receiver's hands which never belonged to the bank. But two cases are cited in support of this proposition: *American Can Co.* v. *Williams* (receiver), 149 Fed., 200, affirmed 153 Fed., 882, 82 C. C. A. 628; and *Cap. Nat. Bank* v. *Coldwater Nat. Bank* (5 cases) 49 Neb., 786, 172 U. S. 432, 43 L. Ed., 502. The former decides that when a party asserts ownership of property or a specific lien thereon, it is a proper exercise of discretion on the part of a Circuit Court to retain the property within its jurisdiction until the questions at issue can be determined, even though such property is a fund in the hands of the receiver of a national bank and an injunction is necessary to restrain him from transmitting it to the Comptroller of the Currency in the usual course as required